

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KOLMAR GROUP AG f/k/a KOLMAR  
PETROCHEMICALS AG,

Plaintiff,

X 08 Civ.

- against -

ECF CASE

RAHUL SALES LIMITED a/k/a RAHUL  
SALES LTD.,

Defendant.

X

**VERIFIED COMPLAINT**

Plaintiff, KOLMAR GROUP AG f/k/a KOLMAR PETROCHEMICAL AG (hereinafter "Kolmar" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, RAHUL SALES LIMITED a/k/a RAHUL SALES LTD., (hereinafter "Rahul" or "Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(b) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331.
2. At all times material to this action, Kolmar was, and still is, a foreign corporation, or other business entity organized and existing under the laws of Switzerland.
3. Upon information and belief, Rahul was, and still is, a foreign corporation, or other business entity organized and existing under the laws of India.
4. At all times material to this action, Kolmar was the disponent owner of the motor vessel "PULI" (hereinafter "The Vessel").

5. At all material times to this action, Meteor Pvt. Ltd. (hereinafter "Meteor") acted as agents in India for Kolmar.

6. On or about February 27, 2007, Kolmar and Rahul entered into a contract (hereinafter "the contract") whereby Kolmar Petrochemicals AG agreed to sell and Rahul agreed to buy a cargo of 15,000 metric tons of methanol, plus or minus five percent in seller's option, on a cost, insurance and freight ("CIF")<sup>1</sup> basis with delivery to the discharge port of Kandla, India. *A copy of the contract is attached hereto as Exhibit "I".*

7. Paragraph 8 of the contract provides, in relevant part, as follows:

Payment Terms: Net cash in U.S. Dollars at 90 days from Bill of Lading date against maximum 6 Irrevocable and confirmed Documentary Letters of Credit all of which to be received latest by 15<sup>th</sup> March, 2007 issued by a bank acceptable to seller. Letter of Credit to be telex/swift advised as the fully operative instrument directly to the advising bank.

*See Exhibit "I".*

8. Paragraph 9 of the contract included separate "maritime conditions" as follows:

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form.

*See Exhibit "I".*

9. Rahul acknowledged and accepted the terms of the contract by sending Meteor the last page of the sales contract signed by Rahul and stating "accepted". Rahul also added the following clause: "As we have the right to establish up to 6 (six) LC's (letters of credit), we may

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<sup>1</sup> "CIF" is a shipping term in which the exporter clears the goods for export and pays the costs, insurance and freight of transporting the goods to the port of destination; however, all risk and additional costs is transferred to the importer or buyer once the goods pass the ship's rail in the load port

advise you to send contracts for part quantities in favour of our customers." *A copy of Rahul's acceptance is attached hereto as Exhibit "2".*

10. On or about March 1, 2008, Kolmar nominated the Vessel for performing against the contract for the carriage of approximately 14,100 to 14,300 metric tons (the full capacity of the Vessel) of methanol. *A copy of the vessel nomination is attached hereto as Exhibit "3".*

11. The vessel nomination provided for laytime for discharging at 200 metric tons per hour, Sundays and holidays included; and demurrage<sup>2</sup> to be paid at a rate of \$20,000 per day, pro rata. *See Exhibit "3".*

12. The vessel nomination also provided for discharge ports of either Kandla, Mumbai or Nhava Sheeva port. *See Exhibit "3".*

13. In March, 2007, Kolmar Petrochemicals AG changed its name to Kolmar Group AG. *A copy of this notice is attached hereto as Exhibit "4".*

14. On or about March 15, 2007, Rahul advised Kolmar that it had appointed assignees under the sales contract for the import of the methanol cargo and also for establishing the respective letters of credit in favor of Kolmar.

15. In consideration of Kolmar accepting the letters of credit issued by Rahul's assignees, Rahul agreed at all times to remain fully liable directly to Kolmar for the performance of the contract. *Copies of these Letters of Assignment are attached hereto as Exhibit 5.*

16. The Vessel arrived at Kandla in the morning of April 14, 2007, within the estimated arrival date range provided for in the vessel nomination.

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<sup>2</sup> Demurrage is a fee paid by the charter to the ship owner when the latter's ship is detained beyond the specified date agreed to.

17. The berth was occupied and the Vessel waited for berthing instructions until the next morning on April 15, 2007, when she was then shifted to berth as was safely moored to berth at 11:10 hours.

18. The discharge of the Vessel proceeded extremely slowly as there was not enough space in the shore tanks for discharging the cargo. The discharging was interrupted on numerous occasions on shore requests. On April 18, 2007, port authorities ordered the Vessel to leave the berth because it was left idle and discharging was interrupted due to lack of space on the shore side. The Vessel was re-berthed on April 21, 2007 and discharge operations were completed on April 24, 2007. *See Statement of Facts for Discharging, attached hereto as Exhibit "6".*

19. The discharge of the cargo took 9 days, 17 hours and 10 minutes. The vessel nomination allowed for laytime of 2 days, 22 hours and 14 minutes. Thus, Rahul owed demurrage to Kolmar for a period of 6 days, 18 hours and 56 minutes, at the rate of \$20,000 per day, for a total due of \$135,775.00. *A copy of Kolmar's invoice, laytime calculation and demurrage statement dated June 10, 2007 is attached hereto as Exhibit "7."*

20. Rahul has continuously failed and/or refused to pay the outstanding demurrage due and owing under the contract. On or about March 11, 2008, Mceteor sent Rahul another request for payment of the outstanding demurrage. *A copy of this request is attached hereto as Exhibit "8".*

21. To date, Rahul has failed and/or refused to pay the outstanding demurrage.

22. Rahul has breached the separable maritime provisions terms of the contract by refusing to pay outstanding demurrage due and owing to Kolmar.

23. Pursuant to the contract, disputes between the parties are to be submitted to the jurisdiction of the High Court of London. Kolmar will commence litigation after the commencement of this action and jurisdiction is obtained over Rahul.

24. This action is brought in order to obtain jurisdiction over Rahul and also to obtain security for Kolmar's claims and in aid of proceedings in the High Court of London.

25. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law.

26. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a.	Plaintiff's Principal Claim:	\$ 135,775.00
<i>Outstanding demurrage</i>		
b.	Interest for 3 years, compounded quarterly at 7%:	\$ 31,423.66
c.	Estimated recoverable legal fees and costs:	\$ 70,000.00
<b>Total:</b>		<b>\$ 237,198.66</b>

27. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnissees which are believed to be due and owing to the Defendant.

*See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "9".*

28. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment rendered on the claims had herein as a Judgment of this Court;
- C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount \$ 237,198.66 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- D. That this Court enter Judgment against Defendant on the claims set forth herein;
- E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
- F. That this Court award Plaintiff its attorney's fees and costs of this action; and
- G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 11, 2008  
New York, NY

The Plaintiff,  
KOLMAR GROUP AG f/k/a KOLMAR  
PETROCHEMICALS AG

By: Anne C. LeVasseur

Patrick F. Lennon  
Anne C. LeVasseur  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050 - phone  
(212) 490-6070 - fax  
[pfl@lenmur.com](mailto:pfl@lenmur.com)  
[acl@lenmur.com](mailto:acl@lenmur.com)

**ATTORNEY'S VERIFICATION**

State of New York )  
                      )  
                      ss.: City of New York.  
County of New York )

1. My name is Anne C. LeVasseur.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated:      New York, NY  
                June 11, 2008

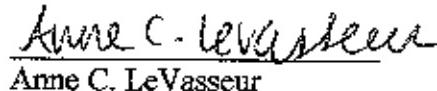
  
Anne C. LeVasseur

EXHIBIT 1



KOLMAR PETROCHEMICALS AG  
-Laubeggstr. Metallstrasse 6, 5300 Zug / Switzerland  
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

15

## **FACSIMILE TRANSMISSION**

**Kohmar's Sale of 15,000 Metric Tons Methanol**  
Our Ref. 2006167

We are pleased to confirm the following sale transaction concluded with your company on 27<sup>th</sup> February 2007.

Methanol Sale Contract No: 2006167

- i) Buyer**  
Rahul Sales Ltd  
S.C.O. 151 – 152 Sector 8C  
Madhya Marg  
Chandigarh 160009  
India  
Tel: + (91) 172 2726 756  
Fax: + (91) 172 270 8840  
E-Mail: [operations@kolmarpetro.com](mailto:operations@kolmarpetro.com)

- 2) Seller  
Kolmar Petrochemicals AG  
Lau behof, Metallstrasse 9  
6390 Zug  
Switzerland  
Tel: + (41) 41 727 5700  
Fax: + (41) 41 727 5701

3) Description  
Methanol

4) Quantity  
15,000 Metric Tons, plus/minus 5 Percent in Seller's option.

5) Price  
USD 407.00 per Metric Ton.

6) Delivery Terms  
CIF Kandla.

7) Delivery Time  
For scheduled arrival during April 2007.

8) Payment Terms

Net cash in U.S. Dollars at 90 days from Bill of Lading date against maximum 6 Irrevocable and confirmed Documentary Letters of Credit all of which to be received latest by 15<sup>th</sup> March, 2007, issued by a bank acceptable to seller. Letter of Credit to be telex/swift advised as the fully operative instrument directly to the advising bank.

If the opening bank does not have any direct telex/swift facilities with the Advising bank they may advise the Letter of Credit through their correspondent. However, the Letter of Credit must be further advised to the advising bank with costs thereof for Buyer's account. Letter of Credit to be available by negotiation with the advising bank.

The fully workable Letters of Credit must be received by the beneficiary with all the required amendments, latest by 15<sup>th</sup> March, 2007.

Failure by Buyer to deliver to Seller the operative Letters of Credit as stated above shall be considered a breach of this contract. Upon such breach, Seller shall have the right upon written notice to Buyer to cancel this contract without in any way limiting any other remedies available to Seller.

Please open your Letter of Credit in accordance with the following wording which forms an integral part of this contract:

====QUOTE=====

**Beneficiary:**

Kulmar Petrochemicals AG  
Laubehof  
Metallstrasse 9  
6300 Zug  
Switzerland

**Total amount:**

U.S. Dollars 6,105,000.00 (sixmilliononehundredfivethousand) plus/minus 5 percent

**Quantity:**

15,000.00 metric tons (fifteen thousand) plus/minus 5 percent

**Goods:**

Methanol

**Price/unit:**

USD 407.00 per Metric Ton

**Validity:**

For shipment latest 31<sup>st</sup> March, 2007.  
For validity of Letter of Credit 30<sup>th</sup> April, 2007.

**Payment:**

Payable at 90 days from Bill of Lading date against presentation of the following documents or commercial invoice 3-fold and/or Seller's Letter of Indemnity for any missing documents:

- Commercial Invoice.
- 3/3 original shipped on board Charter Party Bills of Lading issued or endorsed to the order of [to be advised by buyer], plus 4 non-negotiable copies.
- Certificate of Quantity.
- Certificate of Quality.

- Certificate of Origin.
- Negotiable insurance certificate in duplicate for 110% of invoice value covering all risks including contamination, loss in weight in excess of 0.5 percent.

**Special conditions:**

- This Letter of Credit may be confirmed by the advising bank at the request and cost of the beneficiary.
- T.T. reimbursement acceptable.
- Commingled cargo acceptable.
- Charter Party Bills of Lading showing freight payable as per Charter Party are acceptable.
- Partial shipments allowed.
- Typographical or spelling errors shall not constitute a discrepancy.
- Documents presented later than 21 days after the Bill of Lading date but within the validity of the Letter of Credit are acceptable.
- All banking charges relating to the Documentary Letter of Credit outside The advising bank will be for the applicant's account.

If the payment due date falls on a Saturday or a banking holiday other than Monday, then payment will be effected on the preceding business day. If due date falls on a Sunday or a Monday banking holiday, then payment will be effected on the following business day.

This Letter of Credit is subject to the "uniform customs and practice for documentary credit" (1993 revision) of the International Chamber of Commerce (publication no. 500).

**---UNQUOTE---**

**9) Maritime Conditions**

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form.

**10) Invoicing Basis**

Net loaded Metric Tons as shown on Bill of Lading, and verified by an independent inspector at load-port.

**11) Title and Risk**

To pass from Seller to Buyer at load-port as material passes the incoming flange of Seller's vessel.

**12) Origin**

Seller's option

**13) Inspection**

By an independent surveyor at loading port whose findings for quantity, quality and vessel's cleanliness shall be final and binding for both parties. Costs to be for Seller's account.

**14) Governing Law**

This contract shall be governed and construed in accordance with the laws of England (without reference to any conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

**15) Jurisdiction**

Each party expressly submits to the jurisdiction of the High Court of London without recourse to arbitration.

**16) Force Majeure**

Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of material, delays of carriers due to breakdown or adverse weather, perils of the seas, embargoes, accidents, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time of Seller to make or Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any delivery hereunder shall be so delayed or prevented for more than 60 (sixty) days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

**17) Liabilities**

In no event shall Seller be liable for indirect or consequential damages or for specific performance.

**18) Assignment**

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

**Other Conditions**

Where not in conflict with the other conditions of this contract, Incoterms 2000 to apply including subsequent amendments as applicable on the date of shipment.

**Entire Agreement**

Notwithstanding anything contained in any other agreement to the contrary, this agreement contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein.

All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

**Operational Contacts:**

Mr. Peter Branreiter

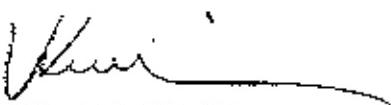
Tel: + (41) 41 727 5713

Fax: + (41) 41 727 5701

E-mail: [operations@kolmarpetro.com](mailto:operations@kolmarpetro.com)

We are pleased to have been able to conclude this transaction with your company.

Kind Regards,

  
KOLMAR PETROCHEMICALS AG

**Confirmation Report - Memory Send**

Page : 01  
 Date & Time: 28-Feb-07 17:06  
 Line F : +41-41-7275791  
 Machine ID : Kolmar Petrochemicals AG

Job number : 362  
 Date : 28-Feb 15:46  
 To : 200951722708840  
 Number of pages : 005  
 Start time : 28-Feb 15:46  
 Ending : 28-Feb 17:06  
 Pages sent : 000  
 Status : 50  
 Job number : 362      **\*\*\* SEND FAILED \*\*\***



KOLMAR  
PETROCHEMICALS  
KOLMAR PETROCHEMICALS AG  
Kolmar Petrochemicals AG, 8401 Zug, Switzerland  
Tel. +41 727 57 00 Fax: +41 727 57 01

**FACSIMILE TRANSMISSION**

To : Balaji Sales Ltd  
 Attn : Mr. Chakar Anand Managing Director  
 Fax : + (91) 172 270 8840  
 CC : Metvor New Delhi  
 Attn : Mr. Ramanbir Mehta  
 Date : 28<sup>th</sup> February 2007  
 No. of pages : - 4 - (including cover page)

Economic's Sale of 15,000 Metric Tons Mowbray oil  
 Due Date 2006/07

We are pleased to confirm the following sale transaction concluded with your company  
 on 27<sup>th</sup> February 2007.

Reference / Sale Contract No: 2006167

1) Buyer  
 Balaji Sales Ltd  
 S.C.O. 151 - 152 Sector 8C  
 MIDDAYA MARG  
 CHANDIGARH 160009  
 India  
 Tel: + (91) 172 2726 756  
 Fax: + (91) 172 270 8840  
 E-mail: [anand@balajisales.com](mailto:anand@balajisales.com)

2) Seller  
 Kolmar Petrochemicals AG  
 Laubherd, Industriestrasse 9  
 8300 Zug  
 Switzerland  
 Tel: + (41) 41 727 5700  
 Fax: + (41) 41 727 5701

Message Printed on 28/02/2007 17:20:17 by AQH RefNum: AQH0742487  
Kolmar's sales contract for Rahul,13000MT Methanol  
From/To: Meteor Private Delhi at 28/02/2007 17:20:09

To: Meteor New Delhi  
Attn: Mr. Randhir Mehta  
Re: Kolmar's sales contract for Rahul,15000MT Methanol  
Dear Mr. Mehta,

Please find attached the above mentioned contract which please pass on  
to Rahul, as we were unable to fax it through to them.

Kind Regards

Alicia Quintanilla  
Kolmar Petrochemicals AG  
Laubehof, Metallstrasse 9  
6350 Zug, Switzerland  
Tel. +41 41 727 57 00  
Fax. +41 41 727 57 01

----- End of Message -----

ReplyTo: meteor <meteornd@snl.com>  
From: meteor <meteornd@snl.com>  
To: Rahul Sales Mr Onkar Anand <anandon@canardchannel.in>,  
ONKAR ANAND <anandrahulales.com>, functiontrading.uk@kolmarpetro.com  
cc: calcutta meteor <metcorpl@dataone.in>  
Subject: Re: Import of Methanol  
Date: Tue, 27 Feb 2007 19:20:38 +0530

Corrected Message

----- Original Message -----  
From: meteor  
To: Rahul Sales Mr Onkar Anand, ONKAR ANAND  
Sent: Tuesday, February 27, 2007 5:56 PM  
Subject: Import of Methanol

Attn :Mr Onkar Anand  
CC :Mr Basil Sebrial - Kolmar London.

We are pleased to confirm for and on behalf of M/s Kolmar Petrochemicals Ag Zug  
15000 tons Methanol at \$ 407 SMT CIF Kandla for April 2007 arrival. Payment LC 90 days.  
Maximum number of LCs 6 in case possible efforts will be made to reduce the  
number of LCs to the maximum possible. LC to be opened latest by 15 March 2007.

Kolmar contract will follow.

Best regards  
Rahul Mehta

**EXHIBIT 2**

17) Limitations

In no event shall Seller be liable for indirect or consequential damages or for specific performance.

18) Assignment

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

Other Conditions

Where not in conflict with the above conditions of this contract, Incoterms 2000 is apply including subsequent amendments as applicable on the date of shipment.

Entire Agreement

Notwithstanding anything contained in any other agreement to the contrary, this agreement constitutes the entire agreement between the parties with respect of the subject matter herein and all proposals, negotiations and representations relating thereto are merged herin.

All terms and other elements of this contract are to be kept private and confidential by all persons concerned.

Operational Details

No. of L/C's:

Port of:

Term:

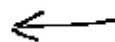
Delivery location:

We are pleased to have been able to conclude this transaction with your company.

Best Regards,

*Ulfar*  
WOLMAR PETROCHEMICALS AG

ACCEPTED



ACCEPTED

# As we have the right to establish up to 6(six) Lc's, we may advise you to send contracts for part quantities, in favour of our customers

# As we have the right to establish up to 6(Six) Lc's, we may advise you to send contracts for part quantities in favour of our customers

SIGNED

*W.H.W.M.*

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EXHIBIT 3

Page: 0

RefNm: 4745008

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Message Printed on 01/03/2007 14:57:07 by RMC RefNm: 4745008  
Re: 15 KT Methanol for Raft Sales - Cat 2005167CIP Kendla  
From/Tos: meteck <meteck@vsnl.com> at 01/03/2007 13:52:35

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ReplyTo: meteck <meteck@vsnl.com>  
From: meteck <meteck@vsnl.com>  
To: Matthias Moss <operations@kolmarpetro.com>;  
zug kolmar <functionstrading.ch@kolmarpetro.com>  
cc: London Kolmar <functionstrading.uk@kolmarpetro.com>  
Subject: Re: 15 KT Methanol for Raft Sales - Cat 2005167CIP Kendla  
Date: Thu, 01 Mar 2007 18:12:56 +0530

To: Mr Matthias Moss  
Cc: Mr Christoph Nussbaumer  
Mr Basil Jebril

Further earlier email, Raft Sales have sent us their vessel acceptance as per attached.

Regards  
Bardhir Mehta

[A Mime Part (- attachment; filename=scriptli.pdf) was detected here]

----- End of Message -----

Message continues...

TELEPHONE : 02213967100140  
FAX : 022-3011892  
E-MAIL : meteor@datamail.com

**Meteor Private Limited**  
121-125, Ansal Chambers, Kasturbhai Lalbhai Marg, Parel, Mumbai - 400 013.

FACSIMILE TRANSMISSION

**TO** : Rathi Sales Ltd, Chembur  
**Refr:** : Mr. Onkar Avari

Date: March 01, 2007

No. of pages including this page - One

**SUBJECT** : 16,000 DWT Vessel - Admar Polymers Contract 2006/87

Our principals have nominated the following vessel for performing aforesaid subject contract.

**Vessel:** : M/T P.J.B.  
Flagship flag  
Built 2007  
13855.0 tons dwt at 5.60 m d.w.e.  
Class 1A Hull; Machinery, deck and tankertankers  
certified navigation sys and anti fire  
in Class 1A clean sea, twin-screw, no cargo control  
top 143.00 m  
beam 21.60 m.  
carries five coated tanks, 12 deg, total 17539 cbm at 33 API  
2 slop tanks 14 deg 359.7 cbm at 33 API  
equipped with steam line and NO gas  
Cargo min. 14,000 cbm max cargo Methanol  
full cargo 14,000 - 14,300 mt  
Despot: esplo Gorgola (ETA 08-14 April)  
Laytime: 3 days min/ ship  
Demurrage: USD 30,000 pdl/pr  
CUT: Arbitrarily

We would appreciate receiving your written acceptance per return air-mail.

\* We accept the above subject  
document in R. Shinde.

\* The undersigned shall be  
sister Karanika on Parade  
Mumbai, S.S. dated 1/3/07

Signature  
Karanika  
Karishma Agarwal

1/3/07  
Karanika

Page:0

RefNm:4754603

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Message Printed on 01/03/2007 12:10:43 by MSG RefNm:4754603  
Re: 15 KT Methanol for Rahul Sales - Cut 2016167C0F Kandla  
From/Cc: meteoor <meteoormd@vsnl.com> at 01/03/2007 12:00:49

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ReplyTo: meteoor <meteoormd@vsnl.com>  
From: meteoor <meteoormd@vsnl.com>  
To: Matthieu Moss <operations@kolmarpetro.com>,  
ang kolmar <functiontrading.ch@kolmarpetro.com>  
cc: Meteoor Private Delhi <meteoordelhi2.vsnl.net.in>,  
Meteoar Private Kolk <meteoorkolk@vsnl.com>,  
Meteoar Private Mumbai <meteoarmumbai.net.in>  
Subject: Re: 15 KT Methanol for Rahul Sales - Cut 2016167C0F Kandla  
Date: Thu, 01 Mar 2007 16:29:20 +0530

To: :Mr Matthieu Moss  
CC: :Mr Christoph Nussbaumer

We duly nominated vessel 'MT Puli' to Rahul Sales who have reverted with the following comments

- We cannot accept discharge rate of more than 200 MT/Hr/STCN
- The discharge port will be either Kandla or Mumbai / Nasik/Goa
- Please also check on the charges for additional port

Regards  
Ranbir Mehta

----- End of Message -----

Message Continues...

- BASIL WILSON C464 FAKHRI

-- Completion report for message 1004742616 at 02/28/2007 5:48:28 PM --

\*\*\* Destinations \*\*\*

4742615 02/28/2007 5:48:15 PM Delivered Meteoor Private Delhi  
4742616 02/28/2007 5:48:15 PM Delivered Meteoor Private Kolk  
4742617 02/28/2007 5:48:20 PM Delivered Meteoor Private Mumb  
4742618 02/28/2007 5:47:57 PM Intowmail Kolmar Petro AG

\*\*\* Message Read(s) \*\*\*

To: Meteoor Private Delhi  
Meteoor Private Kolk - Tara John  
Meteoor Private Mumb  
Kolmar Petro AG

FROM: Kolmar Petrochemicals AG  
DATE: 02/28/2007 5:48:13 PM  
REF : 1004742616

RE: Vsl for 15 kt Methanol CIF Kandla

Dear Mr. Mehta,

Please find below our nominated vessel for the above agreement. Let us have your clean acceptance in writing no later than 01 March 14:00 hrs Swiss time as per details:

Vessel: MC PHEI  
Turkish flag  
built 2007  
15006.0 mts dws at 8.60 m d.craft,  
Class by L-rull-machinery,chemical tanker/oil tanker,  
esp.unrestricted navigation,SVS hel,aut-ims,  
ice class 1a,clean sea,avn-aps,ig,vcs,cargo control  
loa 146.00 m  
beam 21.50 m,  
marine line coated tanks, 12 seg, total 17539 cbm at 98 pct  
2 slop tanks bbl cap 359.7 cbm at 98 pct  
equipped with stern line and N2 gen  
Cargo: min. 14,100 mt upto full cargo Methanol  
(full cargo abt. 14,200 -14,300 mt)  
Disport: seg/b Kandla (IND 06-14 April)  
Laytime: 250 mt/hr min  
Demurrage: USD 20,000 pd/pr  
C/P: Asbatzakov

Regards,

Matthias Moes  
Kolmar Petrochemicals AG  
Liebehof, Metallstrasse 9  
5300 Zug, Switzerland  
Tel. +41 41 727 57 00  
Fax. +41 41 727 57 01  
E-mail: operations@kolmarpetro.com

----- End of Message -----

**EXHIBIT 4**



Kolmar Group AG  
Laubehof, Metallstrasse 9, 8200 Zug / Switzerland  
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

March 2007

Dear valued Customers and Business Partners,

Please be advised that in line with the global planning strategy of this company, as of 26<sup>th</sup> February 2007, the name of this company has been changed from Kolmar Petrochemicals AG to Kolmar Group AG.

This name change doesn't change or affect our legal status; neither does it reflect a change in management or ownership in any respect. Also its registered address remains the same: Metallstrasse 9 in Zug, Switzerland.

You will see our new name, Kolmar Group AG on purchase enquiries and contracts etc., but all other details such as bank account numbers, address and contact details remain exactly as before. Our contractual obligations will be performed as normal as well as our operational commitments.

We endeavour to communicate our name change to all the relevant departments within your organization and only request that you arrange for updating your administrative systems accordingly.

Kolmar Group AG maintains its business philosophy of "Function Trading" within the Petrochemical industry and continues to provide services and solutions to its business partners, covering crude oil derivatives and alternative energy products as well.

We would like to take this opportunity to thank you for your loyal support and business and are confident that also in the future our business relationship will continue to be mutually beneficial.

Yours sincerely,  
Kolmar Group AG

R.  
Mrs R Sandelowsky  
CEO

R. Aviner  
Mr R Aviner  
Director

**EXHIBIT 5**

----- address to put -----

3 Mar 07 10:47 Rahul Sales Ltd.

911722702940 P-7

*Attn: Mr. Pedro Recuero*

March 03, 2007

Kolmar Petrochemicals AG  
SwitzerlandLetter of Assignment

We refer to the contract no. 2006167 dated 28<sup>th</sup> February 2007 entered into between our two organizations covering our Purchase from Kolmar Petrochemicals AG of fifteen thousand metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of the contract as follows:

1. We hereby confirm that we nominated M/s United Phosphorus Ltd. our assignee for importing 1000 metric tons plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by M/s United Phosphorus Ltd. as our assignee.
2. In consideration of you accepting L/C issued by M/s United Phosphorus Ltd. agree that any payment made by them under this L/C to Kolmar Petrochemicals AG shall constitute a full and final payment for the 1000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to us under the terms of our contract for the purchase of such 1000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms notwithstanding the fact that:
  - a. We have appointed M/s United Phosphorus Ltd. our assignee for importing the 1000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and
  - b. We have instructed you to receive payment direct from M/s United Phosphorus Ltd. through the instrument of the letter of credit which they have issued in your favour.

Please sign this contract amendment below thereby signifying your agreement to its terms and conditions.

For and on behalf of  
Rahul Sales Ltd.

Authorised signatory

T.S. 14/03/2007 09:14:54

ON REC

WORLD

message to you

6 Mar 07 19:14

Rahul Sales Ltd.

911722708845

P.1

## RAHUL SALES LIMITED

3.C.O. 151-152 Top Floor, Sector 8-C, Pashchim Vihar, Gurgaon-122 009  
Telephones: + 91-120-2728758, 2725757. Fax: + 91-120-2708844  
WEB SITE: [www.rahulsales.com](http://www.rahulsales.com) E-mail: [RAHULSALES@GMAIL.COM](mailto:RAHULSALES@GMAIL.COM)

Dated: 15.03.2007

M/s Kolmar Group AG,  
Switzerland.

### Letter of Assignment

We refer to the contract no.3006167 dated 28<sup>th</sup> February 2007 entered into between our two organisations covering our Purchase from Kolmar Group AG 15,000 fifteen thousand metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of the contract as follows:

1. We hereby confirm that we nominated PEC Ltd our assignee for importing 5000 metric tonnes plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by PEC Ltd as our assignee.
2. In consideration of you accepting L/C issued by PEC Ltd, agree that any payment made by them under this L/C in Kolmar Group AG shall constitute a full and final payment for the 5000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to consider the terms of our contract for the purchase of such 5000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms, notwithstanding the fact that, (a) we have appointed PEC Ltd our assignee for importing the 5000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and (b) we have instructed you to receive payment direct from PEC Ltd through the instrument of the letter of credit which they have issued in your favour.

Please sign this contract and affix seal below thereby signifying your agreement to its terms and conditions.

For and on behalf of  
Rahul Sales Ltd.

D. Sharma  
Authorized Signatory

ATTN: M/s. Peter Beaumont  
Mr. MATTHIEU, AGS

Message Printed on 19/03/2007 08:54:06 by MSG RefNo: M604782723

From/To: (UNKNOWN) at 19/03/2007 07:36:02

FROM : \_\_\_\_\_

FRM NO. : \_\_\_\_\_

Mar. 19 2007 12:35PM PT

7 Mar 07 12:24

Rahul Sales Ltd.

811722708240

P.1



Kotmar Petrochemicals AG  
Switzerland

17.03.07

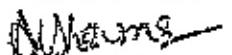
Letter of Assignment

We refer to the contract no.2806167 dated 28<sup>th</sup> February 2007 entered into between our two organizations covering our Purchase from Kotmar Petrochemicals AG of fifteen thousand metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of the contract as follows:

1. We hereby confirm that we nominated Traxpo Enterprises Ltd. our assignee for importing 6000 metric tons plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by Traxpo Enterprises Ltd as our assignee.
2. In consideration of you accepting L/C issued by Traxpo Enterprises Ltd. agree that any payment made by them under this L/C to Kotmar Petrochemicals AG shall constitute a full and final payment for the 6000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to us under the terms of our contract for the purchase of such 6000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms, notwithstanding the fact that:
  - a. We have appointed Traxpo Enterprises Ltd. our assignee for importing the 6000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and
  - b. We have instructed you to receive payment direct from Traxpo Enterprises Ltd. through the instrument of the letter of credit which they have issued in your favour.

Please sign this contract amendment below thereby signifying your agreement to its terms and conditions.

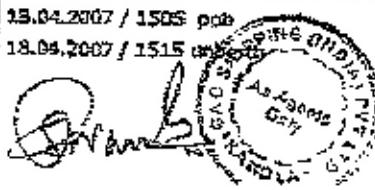
For and on behalf of  
Rahul Sales Ltd.

  
Authorized signatories

ATTA : Mr. MATTHIAS WOLF

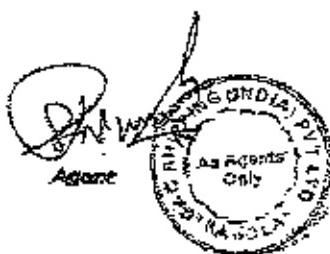
**EXHIBIT 6**

	<b>K. TANKER TRANSPORT INC.</b> General Management Co. Tarihan Adam Gokalay Cad. No:14 A Blok No:23/A/62 Alibeykoy Uskudar - Istanbul - Turkey.	Tel: +90 216 692 6765 Fax: +90 216 692 6766 e-mail: info@kttankers.com operation@kttankers.com	
<b>STATEMENT OF FACT FOR DISCHARGING</b>			
Vessel	M/T PULLI	Voyage No	03/07
Port	KANDLA / INDIA	C/O/P Date	
Date	27-04-2007	By	14090.775
Cargo	METHANOL	S/F	
Used tug (am)	N/D	Used tug (dep)	
Breadth (F)	7.85	Breadth (M.)	8.35 m
Breadth (A)		Breadth (A)	8.35 m
Re : Statement Of Facts For Discharging			
Statement's	Date	Time	Remarks
Vessel Arrived	14.04.2007	0815	
Notice Of Read. Tendered	14.04.2007	0815	
Anchored	14.04.2007	0835	
Anchor up	14.04.2007	1330	
Pilot On Board	14.04.2007	1345	
Anchored	14.04.2007	1515	
Pilot off	14.04.2007	1520	
Anchor up	15.04.2007	0940	
Pilot On Board	15.04.2007	1000	
First Line To Shore	15.04.2007	1020	
All Fast	15.04.2007	1110	
Commenced Discharge Taken	15.04.2007	1200	
Uillage Taken	16.04.2007	1800	
Before Disch. Cat. Comp.	15.04.2007	1330	
Free Pratique Granted	15.04.2007	2115	
Notice Of Read. Accepted	15.04.2007	as per C/P	
Hose Connected	15.04.2007	2310	
Sample Taken	15.04.2007	2300	
Discharging Commenced	15.04.2007	2335	
Discharging Completed	24.04.2007	0800	
Hose Disconnected	24.04.2007	0835	
Documents On Board	24.04.07	0900	
P.O.S.	24.04.07		
Unmoored	24.04.07		
Vessel Sailed			
<u>Remarks</u>			
Discharging rate arranged as per shore request.			
15.04.07 fm:1380lt to 2310lt vessel awaiting shore readiness.			
17.04.2007 / 1230 suspended discharging due to shore request.			
17.04.2007 fm:1230lt to 18.04.2007/1800lt vessel awaiting shore readiness for discharging.			
18.04.2007/1000 lt resumed discharging maintain manifold pressure 1 bar as per shore request.			
18.04.2007 fm:1055lt to 1135lt stopped discharging due to shore request.			
18.04.2007 / 1300 stopped discharging due to shore request.			
18.04.2007 / 1345 hose disconnected			
18.04.2007 / 1505 pod			
18.04.2007 / 1515 unhook			

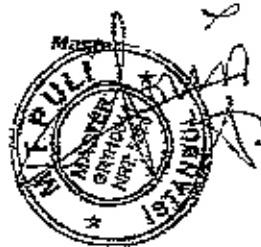


	K TANKER CARGO A.S. Gemi Isletmesi A.S. Fahrettin Koca Gokay Cad. No:14 A Blok Kat:2 34382 Maslak/İstanbul Os kodlu - İspanya - Türkiye	Tel +90 216 651 12 65 Fax +90 216 654 01 52 e-mail info@ktankercargo.com operations@ktankercargo.com
---	---	---

18.04.2007 / 1600 pilot left  
 18.04.2007 / 1710 vessel anchored outer anchorage area  
 21.04.2007 / 1420 anchor up  
 21.04.2007 / 1535 pob  
 21.04.2007 / 1659 first line ashore  
 21.04.2007 / 1720 all fast  
 21.04.2007 / 1720 pilot left  
 21.04.2007 / 1745 commence unloading taken  
 21.04.2007 / 1930 unloading taken  
 21.04.2007 / 2000 calculation completed  
 21.04.2007 / 2010 hose connected  
 21.04.2007 fm: 2010 to:2150 vessel awaiting shore readiness.  
 21.04.2007 / 2150 reduced discharging  
 22.04.2007 / 1040 stopped discharging due to shore request  
 23.04.2007 / 1200 hose disconnected  
 23.04.2007 / 2035 hose connected for stops.  
 23.04.2007 / 2040 commenced discharging stops.  
 23.04.2007 / 2120 completed discharging stops.  
 23.04.2007 / 2120 hose disconnected for stops.  
 23.04.2007 / 2245 hose connected  
 24.04.2007 / 0005 resumed discharging  
 23.04.2007 fm:1050 to:24.04.2007 / 0005 vessel awaiting shore readiness.



Receiver



MP - JULY 1937070  
CAT. 012 JETTY NO. 02

PORT OF SANCHEZ (INDEX)

#### **SUMMARY FOR FACES**

Vessel arrived at Kuantan	1605 hrs
Notice of Readiness tendered	0615 hrs on 14-04-2007
Notice of Services accepted	0815 hrs on 14-04-2007
Vessel Anchored at OTB	0815 hrs on 14-04-2007
Pilot boarded at OTB for berthing	1335 hrs on 14-04-2007
Dropped Anchor at Harbour Anchorage	1515 hrs on 14-04-2007
Pilot Disembarked at Anchorage for berthing	1030 hrs on 14-04-2007
First line ashore	1028 hrs on 14-04-2007
Vessel berthed at Oil Jetty No.02	1110 hrs on 15-04-2007
Gangway placed	1125 hrs on 15-04-2007
Captain/Agents/Surveyors onboard	1130 hrs on 15-04-2007
Utilisation/Sampling/Calculation	1200-1330 hrs on 15-04-2007
Cargo Sampling arranged by receivers	0115-2300 hrs on 15-04-2007
Hose(1x 6") connection by FSWAI tank farm	1900-2310 hrs on 15-04-2007
Commenced discharge	2315 hrs on 15-04-2007
Ceased discharge due to shortage of shore ullage	1230 hrs on 17-04-2007
Shifting order issued by Port Authorities	
Due to shifting vessel at berth	1800 hrs on 18-04-2007
Pilot embarked to board for shifting	1445 hrs on 18-04-2007
Hose connected by FSWAI	0935-1945 hrs on 19-04-2007
Resumed discharge with 3 kg pressure	
Requested by receivers terminal	1000 hrs on 19-04-2007
ceased discharge as per shore request	1055 hrs on 19-04-2007
Resumed discharge as per shore request	1105 hrs on 19-04-2007
Ceased discharge as per shore request	1115 hrs on 19-04-2007
Resumed discharge	1135 hrs on 19-04-2007
Ceased discharge due to shifting vessel at OTB by Port authority due to shifting at berth	1300 hrs on 20-04-2007
Utilisation/Calculation	1300-1320 hrs on 20-04-2007
Air blow to shore line	1320-1330 hrs on 20-04-2007
Hose disconnection by FSWAI tank farm	1330-1340 hrs on 20-04-2007
Pilot on board at OT. No.2 for shifting	1500 hrs on 20-04-2007
Vessel dropped/ anchored at OTB	1510 hrs on 20-04-2007
Receivers confirmed shore ullage specia	1500 hrs on 20-04-2007
Pilot on board at OTB for reberthing	1535 hrs on 21-04-2007
First line ashore	1630 hrs on 21-04-2007
Vessel berthed at Oil Jetty No.02	1720 hrs on 21-04-2007
Gangway placed	1740 hrs on 21-04-2007
Agents / Surveyors onboard	1740 hrs on 21-04-2007
Utilisation/Sampling/Calculation	1745-2000 hrs on 21-04-2007
Hose(1x 6") connection by FSWAI tank farm	2000-2010 hrs on 21-04-2007
Resumed discharge to FSWAI	2150 hrs on 21-04-2007
Ceased discharge due to shore ullage problem	1045 hrs on 23-04-2007
Air blow to shore line	1040-1050 hrs on 22-04-2007
Hose disconnection by FSWAI	1050-1100 hrs on 23-04-2007
Hose connection (1 x 6") by JKS	2025-2035 hrs on 23-04-2007
Commenced discharge	2040 hrs on 23-04-2007
Completed discharge to JKS	2100 hrs on 23-04-2007
Air blow to shore line	2110-2120 hrs on 23-04-2007
Hose disconnection	2110-2120 hrs on 23-04-2007

Cent... 93



TELEGRAM NO. 52

M/T "PILGRIM" 07  
AT GULF OF BENGAL NO. 22PORT OF RANGLA, INDIA  
DATE 24.04.2007

## //STATEMENT OF FACTS//

Initial Connection by PSWA  
 Resumed discharge by PSWA  
 Completed discharge  
 Daylight inspection  
 All flow to shore line  
 Seal disconnection by PSWA  
 Disconnection completed  
 Pilot boarded for sailing  
 Unberthed  
 Allow dismarking  
 Vessel sailed

1735 hrs on 23.04.2007  
 0021 hrs on 24.04.2007  
 0020 hrs on 24.04.2007  
 0020 hrs on 24.04.2007  
 0021 hrs on 24.04.2007  
 0020 hrs on 24.04.2007  
 0020 hrs on 24.04.2007  
 0020 hrs on 24.04.2007  
 0020 hrs on 24.04.2007

Receiver's Name : Cargoship B/L No. : EXPDT : Receiver's Name :

M/S PRO LIB : METRICAL 4467 TONS : DATES : 24.04.2007 - 25.04.2007  
 M/S GOLD ENTERPRISE : METRICAL 4467 TONS : THE SAME FARM

## DETAILS:

Pilot : 16.04.2007  
 0615 hrs/17.04.2007 hrs/18.04.2007 Awaited Pilot for berthing  
 1355 hrs/17.04.2007 hrs/18.04.2007 Harbour steering/dropped anchor at W/ Anchorage  
 1515 hrs/17.04.2007 hrs/18.04.2007 Awaited Variation of Berth w/Pilot/tide for  
 berthing  
 1000 hrs/18.04.2007 hrs/19.04.2007 Harbour steering/returning berth etc  
 1200 hrs/18.04.2007 hrs/19.04.2007 Awaited for customs documents/boat sampling etc  
 arranged by receivers/their agent  
 2010 hrs/20.04.2007 hrs/21.04.2007 Awaited for shore approvals for commencement  
1400 hrs/20.04.2007 hrs/21.04.2007 Awaited for suitable tide /pilot for sailing  
 /shifting after completion of tidal  
 documentation

## Stoppages :

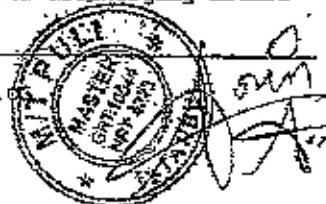
From	To	Reason
1230 hrs/17.04.2007	0005 hrs/18.04.2007	Cessation discharge by shore due tank space problem
1055 hrs/18.04.2007	1105 hrs/18.04.2007	Cessation discharge by shore due shore tank space problem
1115 hrs/18.04.2007	1125 hrs/18.04.2007	Cessation discharge by shore due to tank space problem
1300 hrs/18.04.2007	1535 hrs/21.04.2007	Cessation discharge and vessel shifted to port by port authority for idling of vessel At berth due to non-readiness of shore tanks.
1040 hrs/23.04.2007	0045 hrs/24.04.2007	Cessation discharge by shore due non-readiness of shore tanks

## Master's/Agent's Remarks :

Vessel is having facility for providing more than one manifold for discharging cargo at Rangla. But receivers used only one manifold for discharging entire cargo.



Cont. ....



PT. "PULI V. 83/07"  
IN OIL M/T/TY NO. 02

PORT OF MANDA (INDIA)  
DATE : 24.06.2007

STATEMENT OF FACTS

Master's Agents Remark:

All delays/detention/charge/shortage of vessel from berth by Port Authorities due to idling of vessel at berth / delayed for vessel's movement as well as sailing schedule fees/meal/all expenses and cost of shifting vessel to other berths/berthing/leaving port etc will be on receiver's account.

Master's letter of protest stating above to receiver's berthed (T/T No. 1 Annexure "A") AND Agents letter of protest stating above T/T No. 11 (Relating Shifting order by Port Authorities as Annexure "B") are states as integral Part of this SOF.

SUBJECT TO THE TERMS/CONDITIONS & EXCEPTIONS OF THE RELEVER/CHARTER PARTY

For GAC SHIPPING (INDIA) PVT LTD : Soc. M/S. RISHI ADITYA ENTERPRISES  
Rep. M/S. PEC LTD & ADDM ENTERPRISES

Agent's  
Signature

No Receiver's Agents

M A S T E R  
PT. "PULI V. 83/07"



EXHIBIT 7



Kolmar Group AG  
Laubehof, Metallstrasse 9, 8300 Zug / Switzerland  
Tel +41 41 727 57 00 Fax +41 41 727 57 01

June 11th, 2007

REGISTERED  
RENTIL SOUTHS LTD  
S.C.O 151 - 152 SECTOR 8C  
MADHYA PARG  
CHANDIGARH 160 009  
INDIA

---

RE: Demurrage Claim - USD 135'775.00, "PULI" C/P 03.03.07  
at KANDLA 14.04.07, Our Ref.: X01613, B/L Date: 18.03.07

---

Dear Sirs,

Herewith enclosed please find following documents concerning  
the claim in reference:

- Notice of Readiness
- Statement of Facts
- Summary Sheet, Laytime Calculation and Invoice

Please acknowledge receipt of the above claim and documents  
by signing and returning attached copy of this letter.

Should you have any question, please contact this office and  
quote the reference number.

Your prompt attention and cooperation will be appreciated.

Yours faithfully,

KOLMAR GROUP AG

A handwritten signature in black ink, appearing to read 'S. Battistini'.

Silvia Battistini



Kolmar Group AG  
Lazehof, Mettstrasse 9, 6300 Zug / Switzerland  
Tel +41 41 727 57 00 Fax +41 41 727 57 01

June 11th, 2007

RAHUL SALES LTD  
S.C.O 151-- 152 SECTOR 8C  
MADHYA MARG  
CHANDIGARH 160 009  
INDIA

**ORIGINAL**

INVOICE No: K01013.30

Vessel : PULI	C/P Date: 02.03.07
Our Ref.: K01013	B/L Date: 18.03.07 Ctr. No.: 2011478/542/581
at KANDLA	on 14.04.07

Demurrage incurred as per attached  
Laytime Calculation and Summary Sheet

Claim amount : USD 135'775.00

DUE DATE: 21.06.07

Payment instructions:

To: Bankers Trust, New York / USA, A/C No. 04411122, for  
further credit to: ING Belgium, Brussels, Geneva Branch /  
Switzerland, Swift: BERUCHGT, in favour of: Kolmar Group AG /  
Zug / Switzerland, A/C CH5108387000002441783 / USD

SUMMARY FOR CUSTOMER: RAEUL

Vessel : PULI  
 Our Ref.: K01023  
 Cargo : METHANOL

Port	Total Cargo Quantity	Claimee's Quantity
KAROLIA	14047.355	14047.355

Net Time Used in Port(s) : 9.71526 days ( 9d 17h 10m) (see Laytime Calculation)  
 Time Used for the Customer: 9.71526 days ( 9d 17h 10m)  
 Allowed Laytime : 2.92653 days ( 2d 22h 14m)  
 Time on Demurrage : 6.78875 days ( 6d 18h 56m)

Demurrage Rate : 20000.00

DEMURRAGE AMOUNT : USD 3354775.00

EXPLANATION		Time in days	Equals
Port	Used Time		
KAROLIA	9.715280	9d 17h 13m	
Allowed Laytime	2.926530	2d 22h 14m	
Time On Demurrage	-	6d 18h 56m	

MS: On Demurrage from 17.04.07(13:39) at port KAROLIA

sub-reference : 1

LAYTIME CALCULATION: RAVIL

Cargo : METEANOL  
 Vessel : PULI  
 Our Ref. : K01013

Discharge Port : KANDLA  
 Arrival Date : 14.04.07  
 Laydays(Window) :  
 Time Starts : 14.04.07 at 14:15 (N.O.R. Allowance (5h))  
 Time Ends : 24.04.07 at 08:35 (Roses Off)

Gross Time Used: 9.76389 days ( 9d 18h 20m)  
 Deductions : 0.04861 days ( 0ih 10m)  
 Net Time Used : 9.71528 days ( 9d 17h 10m)

Period Starts at:	Steps at:	Counts	Does Not Count	Explanation		
Date	Time	Date	Time	#	Lapse	Lapse
14.04.07	14:15	15.04.07	10:00	100		
15.04.07	10:00	15.04.07	11:10		19:45	01:10
15.04.07	11:10	24.04.07	08:35	100	8:21:25	

NB: On Demurrage from 17.04.07 (22:39) at port KANDLA

See reference: 1

EXHIBIT 8

TELEPHONE : 011-2331998 / 2331999  
FAX : 011-23308968  
E-MAIL : meteor@delonrealtech.in

**Meteor Private Limited**  
121-122, Arsal Bhawan, Kasturba Gandhi Marg, New Delhi-110 001

FACSIMILE TRANSMISSION

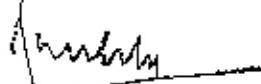
TO :	Raghul Sales Ltd, Chandigarh	Date: March 31, 2008
Attn :	Mr. Onkar Amand Managing Director	Fax: 0172 2708840
No. of pages including this page -		

SUBJECT : 14,042 tons Methanol per MT Puff - Kolmar ref 2006167

This refers to Kolmar fax sent you by Mr Chavdar Tzanev on March 11, 08 concerning the outstanding demurrage claim of \$135,000 among other outstanding issues.

For good order sake, we are re-sending the aforementioned fax alongwith the attachments and would appreciate receiving your prompt reply.

Best regards,

  
Raghbir Mehta

**EXHIBIT 9**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

	X
KOLMAR GROUP AG f/k/a KOLMAR	:
PETROCHEMICALS AG,	:
 Plaintiff,	:
 - against -	:
 RAHUL SALES LIMITED a/k/a RAHUL SALES LTD.,	:
 Defendant.	:
	X

**AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT**

State of Connecticut      )  
                             )     ss: Town of Southport  
County of Fairfield      )

Anne C. LeVasseur, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

**DEFENDANT IS NOT PRESENT IN THE DISTRICT**

2. I have attempted to locate the Defendant, RAHUL SALES LIMITED a/k/a RAHUL SALES LTD. within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

5. This is Plaintiff's first request for this relief made to any Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Peterson, Coleen A. McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendant.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendant.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnissees to be identified in the writ.

**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District. Obtaining leave of Court at this time to serve any later identified garnissees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

10. Further, in order to avoid the need to repetitively serve the garnissees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served and throughout the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: June 10, 2008  
Southport, CT

Anne C. LeVasseur  
Anne C. LeVasseur

Sworn and subscribed to before me  
this 10<sup>TH</sup> day of June, 2008.

Mary E. Tedford  
Notary Public / Commissioner of  
Superior Court